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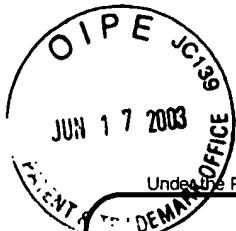
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## REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/848 639
Filing Date	RECEIVED JUN 17 2003
First Named Inventor	Skelton E. Harrison
Art Unit	JUN 19 2003
Examiner Name	GROUP
Attorney Docket Number	3600

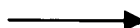
I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number



Place Customer  
Number Bar Code  
Label here

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Skelton E. Harrison, Jr.				
Address	6643 Poplar Pike				
Address					
City	Memphis				
Country	U.S.A.	State	TN	Zip	38119
Telephone	901-754-6879	Fax	928-244-5182		

I am the:



Applicant/Inventor.

(both)



Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

### SIGNATURE of Applicant or Assignee of Record

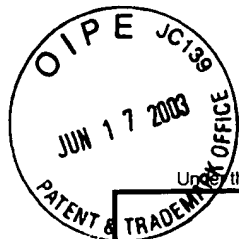
Name	Skelton E. Harrison, Jr.		
Signature			
Date	June 10, 2003	Telephone	310-838-8769

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

<input checked="" type="checkbox"/> *Total of <u>1</u> forms are submitted.
---

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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GROUP 3600  
JUN 19 2003

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Skelton E. Harrison, Jr.  
Application No./Patent No.: 09/848,639 Filed/Issue Date: May 3, 2001  
Entitled: Electronic Bond & Guaranty Process and Business Method  
Skelton E. Harrison, Jr., a natural person  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: David L. Smith To: Skelton E. Harrison, Jr.

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

June 10, 2003

Date

310-838-8769

Telephone number

Skelton E. Harrison, Jr.

Typed or printed name

[Signature]

Signature

self

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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JUN 19 2003  
GROUP 3600

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Release (the "Agreement") is made between Shelton E. Harrison, Jr. and ePoet, LLC (collectively, "Plaintiffs") and Sure-T, LLC and Vertical Investment Group, LLC (collectively "Defendants"). This Agreement is effective as of March 27, 2003.

This Agreement is entered into with reference to the following:

**RECITALS**

A. On June 6, 2002, Plaintiffs filed a lawsuit, captioned SHELTON HARRISON et al VS. SURE-T, LLC et al, No. CGC-02-408786 (in the Superior Court of California, County of San Francisco) (the "Action"), against Defendants for breach of contract and related claims seeking compensatory damages and costs of suit.

B. Plaintiffs and Defendants (the "Parties") now desire to resolve the Action and their disputes to avoid further costs of litigation.

NOW, THEREFORE, without admission of liability by either party and in consideration of the mutual promises, assurances and covenants set forth below, the Parties hereby agree as follows:

**AGREEMENT**

1. At the times set forth herein, Defendants shall assign to Shelton E. Harrison, Jr., the following intellectual property rights (collectively, "Intellectual Property"):

A. Upon the execution of this Agreement:

- (i) all right and license to the Oracle database software licenses purchased by Defendants;
- (ii) all right and title to the source code and object code of the software known as Sure-T Software and Secure-ID Software; and
- (iii) all right and title to Sure-T domain names (.com, .net, org.).

B. Within ten (10) days of the signing of this Agreement, Defendants shall assign, transfer and deliver to Shelton E. Harrison, Jr.:

- (i) all right and title to the U.S. trademark application No. 78054718 for federal registration of the mark SURE-T pursuant to the assignment agreement attached to this Agreement as Attachment A incorporated herein and made a part hereof;

- (ii) all right and title to the U.S. patent application No. 20010039524 (Serial No. 09/848,639) and International application No. PCT/US01/14207, titled Electronic Bond & Guaranty Process and Business Method pursuant to the assignment agreement attached to this Agreement as Attachment B incorporated herein and made a part hereof; and
- (iii) all copies of the Intellectual Property, including disks containing Oracle, Sure-T, and Secure-ID software and all printed or electronic manuals for use therewith and technical documentation thereof, provided, however, that Defendants may keep one archival copy of each item of the Intellectual Property solely for tax and accounting purposes.

2. Upon delivery of the consideration specified in Section 1 above, and within ten (10) days of delivery of the last delivered item to be delivered thereunder, Plaintiffs will file a voluntary dismissal with prejudice of all of its claims against the Defendants in this Action.

3. Defendants represent and warrant that they have the right to enter into this Agreement and the right to assign their ownership and other rights in the Intellectual Property, that the above patent and trademark applications are still pending and in good standing, and that to the best of their knowledge the Intellectual Property has not previously been assigned or otherwise encumbered.

4. The Parties shall not disparage each other or any of each other's parents, subsidiaries, officers, directors, shareholders, employees, attorneys, accountants or agents.

5. Plaintiffs hereby fully and forever release and discharge Defendants and their past and present predecessors-in-interest, successors-in-interest, subsidiaries, corporate affiliates, agents, attorneys, and employees, from any and all claims, demands, causes of action, costs, expenses, interest, penalties, damages, losses, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, and which arise in any way out of the facts and circumstances that were the subject matter of the Action.

6. Defendants hereby fully and forever release and discharge Plaintiffs and their past and present predecessors-in-interest, successors-in-interest, subsidiaries, corporate affiliates, agents, attorneys, and employees, from any and all claims, demands, causes of action, costs, expenses, interest, penalties, damages, losses, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, and which arise in any way out of the facts and circumstances that were the subject matter of the Action.

7. Notwithstanding the above, the Parties expressly agree that the releases contained in Paragraphs 5 and 6 do not extend to the legal obligations created by this Agreement and shall not constitute a defense to any action to enforce such obligations.

8. Plaintiffs and Defendants waive reliance upon Section 1542 of the California Civil Code which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. Plaintiffs and Defendants acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the matters released herein or set forth herein and agree that the releases and agreements contained herein shall be and will remain effective in all respects notwithstanding such different or additional facts.

10. Except as provided in Section 1(B)(iv) above, each party will bear its own attorneys' fees and costs in connection with this dispute, the Action and the negotiation and execution of this Agreement.

11. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to choice of law provisions.

12. Any claimed violation or action to enforce the terms of this Agreement brought by Defendants or any one of them shall be adjudicated exclusively in the Superior Court of California, County of San Francisco, and each party consents to jurisdiction thereof and venue therein. Any claimed violation or action to enforce the terms of this Agreement brought by Plaintiffs or any one of them shall be adjudicated exclusively in the Superior Court of California, County of Los Angeles, and each party consents to jurisdiction thereof and venue therein.

13. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14. Each party acknowledges that it has participated in the drafting of this Agreement, and that it has had the opportunity to discuss the terms of this Agreement with an attorney of its own choosing, that it has been advised by its attorney of the legal effect of this Agreement, and that it has carefully read and fully understands all of its provisions.

15. Each party warrants (a) that the person executing this Agreement on its behalf has the authority to do so; and (b) that the claims that it is releasing pursuant to this Agreement have not been assigned or otherwise transferred to any other person or entity.

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16. This Agreement constitutes the only and entire existing and binding agreement among the Parties regarding the resolution of the Action and supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter of this Agreement. This Agreement may be amended only in writing signed by the Parties. The Parties acknowledge that there are no other warranties, promises or representations of any kind express or implied, upon which the parties have relied in entering into this Agreement, unless expressly set forth herein.

17. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date stated above.

Dated: March 27, 2003.

SURE-T, LLC

By: 

Its: Managing Member, Manager

Dated: March 27, 2003.

VERTICAL INVESTMENT GROUP, LLC

By: 

Its: Managing Member

Dated: March 27, 2003.

SHELTON E. HARRISON, JR.

  
Individually

Dated: March 27, 2003.

EPOET, LLC

By: 

Its: Managing Member

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### Amendment No. 1 to the Settlement Agreement and Release

This Amendment (the "Amendment"), effective as of April 28, 2003 ("the "Amendment Effective Date") supplements and amends the terms of the Settlement Agreement and Release dated March 27, 2003 ("Agreement") between Shelton Harrison and ePost, LLC., on the one hand ("Plaintiffs"), and Sure-T LLC., and Vertical Investment Group, LLC on the other ("Defendants"). Capitalized terms not otherwise defined shall have the meaning set forth in the Agreement.

The Parties agree to the following terms and conditions:

Section 1.A. is hereby amended by deleting the word "and" after 1.A. (ii), and by adding the following new sections to the end of this Section as follows:

"(iv) all right and title to the U.S. trademark application No. 78054718 for federal registration of the mark SURE-T pursuant to the assignment agreement attached to this Agreement as Attachment A incorporated herein and made a part hereof.

(v) all copies of the Intellectual Property in Defendants' control or possession, including disks containing Oracle, Sure-T, and Secure-ID software and all printed or electronic manuals for use therewith and technical documentation thereof, provided, however, that Defendants may keep one archival copy of each item of the Intellectual Property solely for tax and accounting purposes;

(vi) the entire right, title and interest in and to any and all statutory or common law copyrights or copyright registrations covering the Sure-T software or promotional materials, including: any and all renewals and extensions of those copyrights that may be secured under the laws now or hereafter in force in the United States and throughout the world; any and all causes of action heretofore accrued in Shelton E. Harrison's or Defendants' favor for infringement of the aforesaid copyright(s);

Section 1.B. is hereby amended and restated in its entirety as follows:

B. Within ten (10) days of the signing of this Amendment, Defendants shall assign, transfer and deliver to Shelton E. Harrison, Jr.:

"(i) all right and title to the U.S. patent application No. 20010039524 (Serial No. 09/848,639) titled Electronic Bond & Guaranty, Process and Business Method pursuant to the assignment agreement attached to this Amendment as Attachment C incorporated herein and made a part hereof; the assignment agreement dated March 29, 2003 is hereby terminated and cancelled and is void and unenforceable.

Section 2 is hereby amended and restated in its entirety as follows:

"2. Within ten (10) days of the delivery to Plaintiffs of the validly executed patent assignment agreement referenced above, Plaintiffs will file a voluntary dismissal with prejudice of all of its claims against the Defendants in this Action. Defendants further agree to provide Plaintiffs, at least five days prior to expiration of said ten-day period, a draft for this dismissal that Plaintiffs may use or modify as necessary."

Section 3 is hereby amended and restated in its entirety as follows:

"3. Defendants represent and warrant that they have the right to enter into this Agreement and the right to assign their ownership and other rights in the Intellectual Property, that to the best of their knowledge the above patent application and trademark application are still pending and in good standing, and that to the best of their knowledge the Intellectual Property has not previously been assigned or otherwise encumbered. Defendants further represent and warrant that they have received no documentation, communications or information pertaining to the Intellectual Property since the files pertaining to the Intellectual Property were



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FAX NO.

sent to Plaintiffs and that they have in their possession or control no further documentation, communications or information pertaining to the Intellectual Property except for archival copies. Defendants further agree to promptly forward to Plaintiffs all documentation, communications or information pertaining to the Intellectual Property they receive during the first year after the execution of this Amendment."

Section 12 is hereby amended and restated in its entirety as follows:

"12. Any claimed violation or action to enforce the terms of this Agreement brought by Plaintiffs or any one of them shall be adjudicated exclusively in the Superior Court of California, County of San Francisco, and each party consents to jurisdiction thereof and venue therein. Any claimed violation or action to enforce the terms of this Agreement brought by Defendants or any one of them shall be adjudicated exclusively in the Superior Court of California, County of Los Angeles, and each party consents to jurisdiction thereof and venue therein."

Section 13 and Attachment B of the Agreement are hereby deleted in their entirety.

Except as amended above, the Agreement shall remain unchanged and in full force and effect.

SIGNED AND AGREED:

Dated: April 28, 2003.

SURE-TI, LLC

By: David L. Smith  
Its: Manager

Dated: April 28, 2003.

VERTICAL INVESTMENT GROUP, LLC

By: David L. Smith  
Its: Managing Member

June 9  
Dated: April 9, 2003.

SHELTON E. HARRISON, JR.

Individually

June 9  
Dated: April 9, 2003.

REPORT, LLC

By: Shelton E. Harrison, Jr.  
Its: Managing Member

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## Attachment C

## Patent Assignment Agreement

## ASSIGNMENT OF INVENTION AND PATENT APPLICATION:

Sure-T LLC, David L. Smith, and Shelton E. Harrison, Jr.

Sure-T LLC, a Delaware Limited Liability Company with a principal place of business at One Embarcadero Center, Fifth Floor, San Francisco California 94111, and David L. Smith, an individual domiciled in Tiburon, California (hereinafter "Assignors"), are owners of the entire right, title, and interest in U.S. Patent Application Serial No. 20010039524, (Serial No. 09/848,639), in the name of Shelton E. Harrison, Jr. and David L. Smith for "Electronic Bond & Guaranty Process and Business Method", and the invention described therein.

For good and valuable consideration, namely execution and performance of the settlement agreement and release of which this patent application assignment agreement is attached and made a part thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, Assignors hereby sell and assign to Shelton E. Harrison, Jr., (hereinafter Assignee), an individual domiciled in California, and his successors, and assigns, the entire right, title, and interest in the aforesaid Patent Application Serial No. 20010039524 (Serial No. 09/848,639), and the invention described and claimed in it to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors further agree to promptly forward to Plaintiffs all documentation, communications or information pertaining to the Intellectual Property they receive during the first year after the execution of this Amendment.

**DECLARATION OF FACTS:** David L. Smith, named as a co-inventor in the above referenced Patent Application, hereby declares that his complete and sole inventive contribution with respect to the invention described in said Patent Application was the idea of repeatedly preauthorizing credit cards. Smith further declares and agrees that if all claims pertaining to cyclical credit card preauthorization are denied or removed from the Patent Application, or any continuations or divisions thereof, his name as an inventor must and shall be removed from the Patent Application or derivative application without further notice to or approval of Smith.

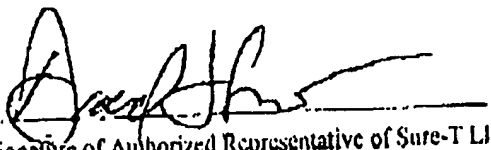
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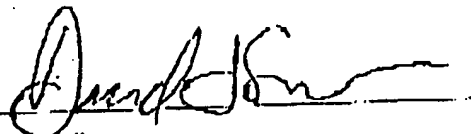
In testimony whereof, ASSIGNORS have caused this assignment to be signed by their duly authorized representatives this 6 day of June, 2003.

Sure-T LLC

  
Signature of Authorized Representative of Sure-T LLC

MANAGING MEMBER  
Title

David L. Smith

  
Individually

TABITHA CROWLEY  
State of NOTARY PUBLIC in and for the  
Cayman Islands )ss.  
County of Commission expires:

On this 9<sup>th</sup> day of June, 2003 before me  
month year

personally appeared David Smith who acknowledged himself to be the  
managing member of Sure-T LLC, a limited liability company, and who is personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature  
on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of notary public

